

any service or any network element on the same terms and conditions as it is offered in an approved agreement.<sup>31/</sup>

Some carriers suggest that if the Commission adopts a “preferred outcomes” set of national standards, § 252(i) should be read to require carriers to accept the entire agreement. But they argue that if the Commission declines to endorse “preferred outcomes,” carriers be allowed to take any term or condition they want from approved agreements .

The text of the Act does not support this interpretation of § 252(i). Congress did not condition a requesting carrier’s right to select discrete terms and conditions of approved agreements on the Commission’s adoption of “preferred outcomes” or any other national standard. The Commission must interpret the language of § 252(i) as it has been written. The proposal that carriers be forced to accept agreements in their entirety is contrary to the plain meaning of § 252(i).

The Commission should reject BellSouth’s attempt to equate the term “nondiscriminatory” as used in the 1996 Act with the term “unreasonable discrimination” as used in § 202(a) of the Communications Act. (BellSouth at 80). Section 252(i) contains no “similarly situated carrier” requirement. The section merely limits access to an “interconnection, service, or network element” to those carriers that are also willing to abide by the relevant terms and conditions. Unlike § 202(a), the nondiscrimination provisions of the 1996 Act do not simply prohibit

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<sup>31/</sup> See Southwestern Bell at 24 (“The NPRM seeks comment on whether Section 252(i) allows competitors to pick and choose among the various elements of a LEC’s state-approved interconnection agreement, or whether they must agree to all the same terms and conditions to which the previous competitor agreed. The Act answers this question directly. Section 252(i) states that “interconnection, services[s], or network elements[s] provided under an agreement approved under this section” must be made available to any other party ‘upon the same terms and conditions as those provided in the [previously approved] agreement.’”) (emphasis in original).

unreasonable discrimination between similarly situated carriers, they prohibit *all* discrimination. In any event, there is no need to interpret the “nondiscriminatory” standard of the Act in this context because the directive of § 252(i) is manifest upon its face. Section 252(i) is a weapon against discrimination that cannot be restricted by analogizing to conceivably similar, yet fundamentally distinct, discrimination standards located in *other* parts of the legislative scheme.

BellSouth also argues that approved agreements should be available to other carriers only for an undefined “reasonable length of time.” (BellSouth at 81). This is obviously an attempt to bar later entrants from taking advantage of the advances made by earlier entrants. As long as an approved agreement remains in effect, its terms and conditions must be made available to any requesting carrier. Section 252(i) imposes no time limitations on nondiscrimination.

**VI. BILL AND KEEP SHOULD BE MANDATED AT THE OPTION OF REQUESTING CARRIERS (NPRM ¶¶ 239-243)**

The Commission should reject for several reasons the incumbent LECs’ arguments that neither the Commission nor the States may order bill and keep unless both parties mutually agree to such an arrangement.<sup>32/</sup> First, § 252(d)(2)(B)(i) is not necessary to authorize States to approve bill and keep arrangements in voluntarily negotiated agreements. Instead, it is intended to authorize States to mandate bill and keep when they are called upon to resolve reciprocal compensation issues in arbitration proceedings.<sup>33/</sup>

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<sup>32/</sup> See, e.g., NYNEX at 89; Bell Atlantic at 41; BellSouth at 73; U.S. West at 70-71; TDS Telecommunications at 23-24; Pacific Telesis at 95; Cincinnati Bell at 37; Minnesota Independent Coalition at 38; Washington Independent Telephone Assn. at 3-4.

<sup>33/</sup> See, e.g., Jones Intercable at 27-30; National Cable Television Assn. at 55.

Second, as the Commission acknowledged in the NPRM, a number of States already have ordered incumbent LECs to implement bill and keep arrangements, at least on an interim basis. Under the incumbent LECs' interpretation of the Act, these orders would not be enforceable without their consent. The Commission must not sanction this challenge to state law. Section 251(d)(3) of the Act prohibits the Commission from precluding the enforcement of any State regulation, order or policy that is consistent with the Act. Because the Act expressly authorizes bill and keep arrangements, the Commission cannot restrict the States' ability to mandate their use.

Finally, many existing agreements between incumbent non-competing LECs incorporate bill and keep arrangements for the exchange of traffic. As noted above, § 252(i) requires that the terms and conditions of such agreements be made available to requesting carriers on a nondiscriminatory basis. Through the enforcement of Section 252(i), both the Commission and the States can mandate that incumbent LECs make bill and keep arrangements available to their competitors.

The incumbent LECs also contend that mandated bill and keep arrangements would be confiscatory and would violate their Fifth Amendment rights to just compensation for the use of their network facilities to terminate calls. This contention rings hollow in light of the fact that it long has been industry practice for incumbent LECs in neighboring service areas to exchange local traffic on a bill and keep basis. Significantly, regulators did not mandate incumbent LECs to implement these bill and keep arrangements. It is difficult to believe that incumbent LECs would agree voluntarily to subsidize one another's operations even if they are not competing for

customers. Rather, such in-kind traffic exchange arrangements recognize that the incremental cost of terminating calls is minimal and that each carrier receives a benefit by agreeing to terminate traffic for the other carrier in exchange for the other carrier's agreement to terminate its traffic. In addition, both carriers are compensated for their traffic termination services through the rates they charge their end users.

Consistent with the position advocated by numerous parties, the Commission should mandate the use of bill and keep on an interim basis.<sup>34/</sup> During the interim period, the States can gather the necessary data to determine whether traffic flows are in balance and to make a "reasonable approximation of the additional costs of terminating" calls. In the meantime, entry will not be delayed while carriers litigate these issues in arbitration proceedings.

## **VII. RECIPROCAL COMPENSATION RATES MUST BE EQUAL (NPRM ¶¶235-238)**

Where bill and keep is not used (either at the option of the requesting carrier or at the conclusion of the interim period), the Commission must clarify that cost-based reciprocal compensation rates must be symmetrical and equal. While certain incumbent LECs argue that they should be permitted to charge a higher rate for terminating a new entrant's traffic than the new entrant charges them,<sup>35/</sup> the majority of commenters agree that reciprocal compensation rates

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<sup>34/</sup> See, e.g., Department of Justice at 33-34; Ohio Office of Consumers Counsel at 46; Vanguard Cellular at 32; Competitive Policy Institute at 22-23; American Communications Services at 25; Telecommunications Resellers Assn. at 54; TCI at 34-36; Massachusetts Attorney General at 14; Jones Intercable at 27-30; Sprint Spectrum and American Personal Communications at 10-11; Time Warner at 96; Sprint Corporation at 85-87; National Cable Television Assn. at 54-55; AT&T 69.

<sup>35/</sup> See, e.g., Bell Atlantic at 43-44; BellSouth at 73; Michigan Exchange Carriers Assn. 67; ALLTEL at 15; TDS Telecommunications Corporation at 23.

should be equal.<sup>36/</sup> As the Massachusetts and Alabama commissions recognize, condoning the use of non-symmetrical rates creates the potential for the incumbent LECs to use their superior bargaining position to exploit new entrants.

The parties objecting to symmetrical rates contend that § 252(d)(2) grants each carrier the right to recover its own costs and a uniform rate would not reflect the differences in carriers' cost structures. Section 252(d)(2) clearly states, however, that reciprocal compensation rates should be determined on the basis of a "reasonable approximation" of the additional costs of terminating a call. WinStar agrees with NYNEX and others insofar as they suggest that the incumbent LEC's costs may be used as a reasonable approximation of both carriers' costs for purposes of determining the reciprocal compensation rate. This approach not only would satisfy the concerns of the incumbents, who contend that their call termination costs are higher than a new entrant's, but also would avoid penalizing new entrants for having more efficient operations.

#### **VIII. THE COMMISSION MUST ESTABLISH GUIDELINES FOR GOOD FAITH NEGOTIATION (NPRM ¶ 47)**

In their initial Comments, ALTS and many new entrants correctly have asserted that certain incumbent LECs are engaging in practices that are inconsistent with the duty to negotiate in good faith.<sup>37/</sup> WinStar fully concurs that the Commission must address these strong-arm practices in order to prevent their use as delaying tactics.

Several incumbent LECs to which WinStar has submitted requests for negotiation have

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<sup>36/</sup> See, e.g., NYNEX at 88; Massachusetts Department of Public Utilities at 13; Alabama Public Service Comm'n at 32; American Communications Services at 26; AT&T at 69.

<sup>37/</sup> ALTS at 13; Intelcom Group USA, Inc. at 4-6; National Cable Television Assn. at 62.

insisted that WinStar execute a non-disclosure agreement prior to exchanging draft interconnection agreements. U.S. West and Southwestern Bell contend that maintaining the confidentiality of negotiations is “standard practice” in the business world and that incumbent LECs have a right to demand such confidentiality.<sup>38/</sup> While WinStar agrees that parties have a right to protect from disclosure any confidential business information that is exchanged in the course of negotiations, that right should not extend to the negotiations themselves. Any attempt to cloak negotiations in secrecy would compel a new entrant to waive its statutory right under § 252(a)(2) to request that State commissions participate in the negotiation process. Congress clearly did not intend to empower incumbent LECs to demand that new entrants forego this right as a condition of negotiating the interconnection arrangements to which they are entitled under the Act.

In addition, the statutory arbitration process would be frustrated if negotiations were required to be kept confidential. Under § 252(b)(2), a party invoking the arbitration remedy must file with the State commission a petition setting forth the unresolved issues and the position of each of the parties with respect to those issues. It also must provide all documentation concerning the disputed issues. Parties could not possibly meet these statutory requirements if they were barred from revealing what had transpired in the negotiations or submitting documentation evidencing the positions of the parties. Nor could a State commission successfully conduct an arbitration under these circumstances.

Any concerns that the incumbent LECs may have with respect to preserving the

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<sup>38/</sup> U.S. West at 39-40; Southwestern Bell at 11, n.28; *see also* Bell Atlantic at 48-49; BellSouth at 18.

confidentiality of business information can be addressed in non-disclosure agreements that are limited in scope to such information that is legitimately designated as confidential or proprietary. The Commission must make clear, however, that the duty of good faith prohibits incumbent LECs from unilaterally exacting from new entrants a broad non-disclosure commitment covering the negotiations themselves as a condition of sitting down at the bargaining table.

It has been WinStar's experience that incumbent LECs also have engaged in other negotiating tactics that do not comport with the Act. For example, at least one LEC has taken the position that interconnection and access regulations, policies or decisions adopted by State commissions prior to the passage of the Act have no continuing force and effect despite the plain language of § 251(d)(3). That Section provides that the Commission shall not preclude the enforcement of any regulation, order or policy of a State commission that establishes interconnection and access obligations of local exchange carriers, is consistent with the requirements of the Act and does not substantially prevent the implementation of the requirements or purposes of the Act. The incumbent LECs that have adopted this posture are attempting to undermine the competitive initiatives relating to such issues as reciprocal compensation, number portability and network unbundling that State commissions already have in place by invoking the Act to make an end run around requirements that may not be to their liking. In an effort to ensure that carriers negotiating with incumbent LECs are not denied the benefits of State regulations and policies that are consistent with the Act, the Commission must reiterate that such regulations and policies remain effective and should serve as a baseline for negotiations on a going-forward basis. The Commission also should find that an incumbent LEC's failure to honor pre-existing State

requirements should be deemed presumptively an act of bad faith.

Certain incumbent LECs also have attempted to force WinStar to accept the terms and conditions of agreements negotiated with new entrants prior to the passage of the Act. Because the incumbents negotiated such agreements with parties having far less (if any) bargaining power, the agreements tend to contain less than optimal terms and conditions for the competitive carriers. Although new entrants unwilling to settle for these terms may seek redress by pursuing arbitration under § 252, by forcing arbitration, the incumbent LEC is able successfully to freeze them out of the market for at least nine months longer than would otherwise be the case. Such conduct does not comport with the duty to negotiate in good faith.



## CONCLUSION

For the foregoing reasons, and those set forth in its initial Comments, WinStar respectfully requests that the Commission adopt national standards and regulations consistent with its recommendations.

Respectfully submitted,



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**ATTACHMENT**

**WinStar Model Interconnection Agreement**

Pursuant to this agreement, CLEC, Inc. and LEC, Inc. (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of [ ], as described and according to the terms, conditions and pricing specified hereunder.

## **I. RECITALS & PRINCIPLES**

WHEREAS, universal mutual interconnectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, LEC Incorporated is a local exchange telecommunications company (LEC) as defined by [ ]. CLEC, Inc. (CLEC) is a competitive local exchange telecommunications company (CLEC) as defined by [ ]; and

WHEREAS, Section 251 of the federal Telecommunications Act of 1996 ("Act") and [citation to state authority] require, among other things, LEC to provide access to, and interconnection with, its telecommunications facilities to any other authorized provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions; and

WHEREAS, [citation] requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, central office facilities and network elements, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, [citation] also requires LECs and CLECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection and unbundling. If such negotiations fail, either party has the right to seek mediation and/or arbitration from the [State] Commission in order to establish such rates, terms and conditions; and

WHEREAS, LEC and CLEC, in an effort to avoid the uncertainties and expense of mediation, arbitration and/or litigation, desire to enter the following agreement which will serve as an initial interconnection agreement pursuant to Section 251 of the Act; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and LEC hereby covenant and agree as follows:

## **II. DEFINITIONS**

- A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the originating network address.
- B. "Bill and keep" means a form of compensation for the termination of local traffic whereby LECs and CLECs terminate local exchange traffic originating from end users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.
- C. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

**"Tandem Office Switches" which are switches which are used to connect and switch trunk circuits between and among Central Office Switches.**

**Central Office Switches may be employed as combination End Office/Tandem Office switches.**

- D. "CLASS Features" (also called "Vertical Features") include, among others: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.**
- E. "Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a Wire Center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that Wire Center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.**
- F. "Commission" means the [State] Public Service Commission (PSC).**
- G. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network that carries the actual call.**
- H. "DID" means direct inward dialing.**
- I. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).**
- J. "DS-3" is a digital signal rate of 44.736 Mbps.**
- K. "DSX panel" or Digital System Cross-Connect Frame, is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.**
- L. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.**
- M. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.**
- N. "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.**
- O. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-span meet arrangements.**
- P. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.**
- Q. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.**
- R. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-**

ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B + D).

- S. "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.
- T. "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in an LEC end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a link may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Links fall into the following categories:

"2-wire analog voice grade links" will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B + D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DS0 channels.

- U. "Local Exchange Carrier" or "LEC" means any company authorized to provide local exchange telecommunications service. This includes the Parties to this agreement.
- V. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.
- W. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.
- X. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- Y. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- Z. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the

auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.

- AA. "Mid-Span Meet" is an interconnection architecture method whereby two carriers meet at a specified junction.
- BB. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.
- CC. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA" (also known as a "Service Access Code" or "SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- DD. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- EE. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.
- FF. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.
- GG. "Plain Old Telephone Service Traffic" or "POTS traffic" includes local traffic as defined in LEC's tariff, non-local intraLATA toll traffic exchanged between the parties respective exchange customers, and traffic received from third party wireless service providers.
- HH. "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on an LEC end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include:

"2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.

"2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

"2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"4-wire ISDN digital DS-1 trunk port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services.

- II. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- JJ. "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.
- KK. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.
- LL. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the Service Switching Point ("SSP"), performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- MM. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- NN. "Synchronous Optical Network" or "SONET" means synchronous electrical (STS) or optical (OC) channel connections between LECs.
- OO. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.
- PP. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- QQ. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

### III. **NETWORK INTERCONNECTION ARCHITECTURE**

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

- A. In each Local Access and Transport Area ("LATA") identified below, the correspondingly identified Wire Center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point CLEC and LEC will interconnect their respective networks for inter-operability within that LATA.

LATA

D-NIP  
[Location](LEC)

(CLEC connects to LEC)

[Location] (CLEC)  
(LEC connects to CLEC)

B. Initially, CLEC agrees to connect to LEC at LEC's [Location] and LEC agrees to reciprocally connect to CLEC at CLEC's [Location]. The Parties contemplate and acknowledge that hereafter CLEC will interconnect with additional LEC access tandems, local tandems and/or end offices under like rates, terms conditions, and/or arrangements as apply to the initial interconnection arrangements. Where CLEC and LEC interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:

1. a mid-span meet at the D-NIP, or in a manhole or other appropriate junction point near to or just outside the D-NIP;
2. a digital cross-connection hand-off, DSX panel to DSX panel, where both CLEC and LEC maintain such facilities at the D-NIP;
3. a co-location facility maintained by CLEC, or by a 3rd-party with whom CLEC has contracted for such purposes, at an LEC wire center, where such wire center has been designated as the D-NIP; or
4. a co-location facility maintained by LEC, or by a 3rd-party with whom LEC has contracted for such purposes, at a CLEC Wire Center, where such Wire Center has been designated as the D-NIP.

C. In extending network interconnection facilities to the D-NIP, CLEC shall have the right to extend its own facilities or to lease dark fiber facilities (if available) or digital transport facilities from LEC or from any 3rd-party, subject to the following terms:

1. Such leased facilities shall extend from any point designated by CLEC on its own network (including a co-location facility maintained by CLEC at an LEC Wire Center) to the D-NIP or associated manhole or other appropriate junction point.
2. Where CLEC leases such facilities from LEC, CLEC shall have the right to lease under non-discriminatory tariff or contract terms from LEC equal to the most favorable terms, including rates, that LEC otherwise makes such facilities available (including to independent LECs, its own affiliates, and/or most favored customers).
3. [Applicable to wireless CLECs] In recognition that CLEC utilizes a wireless -- rather than a wireline -- transmission technology to provide local exchange services, LEC will make available to CLEC, at CLEC's option, the right to place necessary equipment on the roof(s) of each building in which LEC has a local or access tandem or end office to which CLEC seeks to interconnect. (Connection to an end office may, for example, be for the purpose of utilization of unbundled ports or other elements or facilities utilized in the LEC network.) Compensation for such rooftop access will be considered as included within LEC's standard charges for physical collocation, to which other competitive local exchange carriers currently subscribe, and to which CLEC will be entitled on a non-discriminatory basis.

D. Upon reasonable notice and if agreed to by LEC, CLEC and LEC may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

#### **IV. NUMBER RESOURCE ARRANGEMENTS**

A. Nothing in this agreement shall be construed to limit in any manner or otherwise adversely impact any CLEC's right to employ or to request and be assigned any NANP number



resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines<sup>1</sup>.

- B. As contemplated by the Central Office Code Assignment Guidelines, CLEC will designate within the geographic NPA with which each of its assigned NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.
- C. CLEC will also designate a Rating Point for each assigned NXX code. CLEC may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, CLEC may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by CLEC within the same LATA.
- D. Until such time as CLEC receives specific permission from the Commission to vary its rate centers from LEC's rate centers, CLEC will agree to deploy a minimum of one NXX per established LEC rate center area.
- E. To the extent LEC serves as Central Office Code Administrator for a given region, LEC will support all CLEC requests related to central office (NXX) code administration and assignments in an effective and timely manner at least as fast as for themselves and all other competitors.
- F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times; however, for the initial two years of this Agreement, the LEC shall be responsible for entering all numbers assigned to the CLEC into the Local Exchange Routing Guide ("LERG"). Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

## **V. MEET-POINT BILLING ARRANGEMENTS**

### **A. Description**

- 1. CLEC is entitled to establish Meet-Point Billing arrangements with LEC in order to provide Switched Access Services to third parties via a LEC access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.
- 2. Except in instances of capacity limitations, LEC shall permit and enable CLEC to sub-tend the LEC access tandem switch(es) nearest to the CLEC Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, CLEC shall be allowed to sub-tend the next-nearest LEC access tandem switch in which sufficient capacity is available.
- 3. Interconnection for the Meet-Point Billing arrangement shall occur at the [Location].
- 4. CCS shall be utilized in conjunction with Meet-Point Billing arrangements to the extent such signaling is resident in the LEC access tandem switch.

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<sup>1</sup> Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

5. CLEC and LEC will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including meet-point billing percentages.
6. As detailed in the MECAB document, CLEC and LEC will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by CLEC and LEC via the Meet-Point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
7. CLEC and LEC shall work cooperatively to coordinate rendering of Meet-Point Bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.
8. Meet-Point Billing shall be rendered to interexchange carriers by the LEC, CLEC, or by a third party, as mutually agreed upon.

**B. Compensation**

1. With respect to billing to 3rd-parties for the Switched Access Services jointly provided by CLEC and LEC via the meet-point arrangement, CLEC and LEC may mutually agree to implement one of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should CLEC prefer to change among these billing methods, CLEC shall notify LEC of such a request in writing, 60-days in advance of the date on which such change shall be implemented.
3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in CLEC's and LEC's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.
4. CLEC shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues<sup>2</sup> to which LEC is entitled pursuant to the above-referenced tariff provisions.
5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

**VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT**

**A. Description**

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs:

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<sup>2</sup> For purposes of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be CLEC.

- a. LEC shall make available to CLEC, at the LEC [Location], trunks over which CLEC shall terminate to end users of LEC-provided Exchange Services, POTS traffic originated from end users of CLEC-provided Exchange Services.
  - b. CLEC shall make available to LEC, at the CLEC [Location], trunks over which LEC shall terminate to end users of CLEC-provided Exchange Services, POTS traffic originated from end users of LEC-provided Exchange Service.
  - c. CLEC and LEC shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. CLEC and LEC agree to work cooperatively to agree on network trunking within 60 days after execution of this agreement.
  - d. At the option of the CLEC, trunking for the exchange of POTS traffic shall be one-way or two-way, without the segregation of traffic types.
  - e. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the parties will provide each other appropriate percentages for the different types of traffic carried over the common trunk groups.
2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
  3. CLEC and LEC agree to use their best collective efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups. The Parties commit themselves to no less than semi-annual in-person planning, engineering, and forecasting meetings that are scheduled in advance each year, upon not less than thirty (30) days notice as to location which shall alternate between the corporate offices of the CLEC and the LEC.
  4. The Parties will provide CCS to one another, where and as available, in conjunction with all traffic exchange trunk groups. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signalling parameters will be provided including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency (MF), wink start, E&M channel-associated signalling with ANI will be forwarded.
  5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided.

#### **B. Compensation**

For the first thirty six (36) months of this agreement, compensation arrangements for the exchange of POTS (local/traditional toll/thirdparty wireless service provider) traffic shall be on a bill-and-keep basis. Thereafter, either party may request renegotiation of this provision on six months notice. The parties agree that the rates for reciprocal compensation will be in accordance with any future Commission and/or FCC decision, or according to mutual agreement of the parties.

C. Transient Tandem Switching

The Parties each have the right to provide Transient Tandem Service for third party carriers authorized to provide local exchange services. The rates, terms and conditions with respect to the termination of such traffic currently are set forth in their respective tariffs [Identify]. Rates for Transient Tandem Switching shall be mutual, reciprocal, and symmetrical.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1-1/E9-1-1

1. Description

- a. CLEC will interconnect trunk groups to the LEC 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which CLEC provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). LEC will provide CLEC with the appropriate Common Language Location Identifier ("CLLI") codes and specifications of the tandem serving area.
- b. LEC and CLEC will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to CLEC end users. LEC will work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, LEC shall work with the county to provide CLEC the ten-digit POTS number of each PSAP which sub-tends each LEC selective router/9-1-1 tandem to which CLEC is interconnected.
- c. LEC will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of CLEC systems to the 9-1-1/E-9-1-1 platforms, with standards of provisioning, service, and performance that are non-discriminatory and are at least equal to those employed by LEC for itself, its affiliates and/or subsidiaries, and other carriers provided switched local exchange services.

2. Compensation

For the provision of 911/E911 services between CLEC and LEC, the parties will work cooperatively to address, any/all compensation issues within 60 days upon execution of this agreement. Compensation for the provision of 911/E911 service by CLEC will at a minimum be non-discriminatory and be no less favorable than that currently accorded by LEC, and on a going-forward basis which in the future hereafter may be accorded by LEC, to any other carrier providing switched local exchange services, including subsidiaries and/or affiliates of LEC or other LECs serving adjacent local service areas (e.g., so-called independent telcos). To the extent the parties are unable to agree within 60 days, either party may petition the Commission to seek resolution by means of binding arbitration. CLEC will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-point Billing terms and conditions contained in section V of this agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in Section V of this agreement.

**C. Information Services Billing and Collection**

**1. Description**

- a. CLEC and LEC shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues within ninety days of executing this agreement. The subsequent information services agreement shall enable CLEC and LEC to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others' end users (including Information Providers), and reasonably compensate CLEC and LEC.
- b. With respect to interconnection arrangements for information service calls (976 and 394), the Parties agree that CLEC will be responsible for remitting 976 and/or 394 payment to LEC only when CLEC has collected payment from its end users but only to the extent that LEC in turn is not obligated to provide any remittance to the information providers subscribing to such services as a result of the failure of CLEC to provide monies to LEC.

**D. Directory Listings and Directory Distribution**

**1. Description**

The directory listings and distribution terms and rate specified in this section shall apply to listings of CLEC customer numbers falling within NXX codes directly assigned to CLEC, and to listings of CLEC customer telephone numbers which are retained by CLEC pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with LEC's Directory Publishing company, which will be concluded no later than within ninety days after execution of this agreement.

- a. LEC will include CLEC's customers' telephone numbers plus CLEC's customer service and repair contact information, in a style and format (e.g., type-size, location in book, etc.) similar to how LEC provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which CLEC provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.
- b. CLEC will provide LEC with its directory listings and daily updates to those listings in an industry-accepted format; LEC will provide CLEC a magnetic tape or computer disk containing the proper format.
- c. CLEC and LEC will accord CLEC' directory listing information the same level of confidentiality which LEC accords its own directory listing information, and LEC shall ensure that access to CLEC's customer proprietary confidential directory information will be limited solely to those LEC employees who are directly involved in the preparation of listings.

**2. Compensation**

- a. LEC and CLEC will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include CLEC customer listings and any compensation due LEC for administrative functions associated with furnishing listings to third parties. LEC will not provide/sell CLEC' listings to any third parties without CLEC' prior written approval.
- b. LEC shall provide directory distribution, directory database maintenance, and directory listings for CLEC and its customers under the same terms that LEC

provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indentation, second listings, etc., will be per LEC's currently tariffed or non-discriminately available contract rates.

**E. Directory Assistance (DA)**

**1. Description**

At CLEC's request, LEC will:

- a. provide to CLEC unbranded directory assistance service which is comparable in every other way to the directory assistance service LEC makes available to its own end users;
- b. provide to CLEC directory assistance service under CLEC's brand which is comparable in every other way to the directory assistance service LEC makes available to its own end users;

**2. When available, at CLEC's request, LEC will:**

- a. provide to CLEC operators or to a CLEC-designated operator bureau on-line access to LEC's directory assistance database, where such access is identical to the type of access LEC's own directory assistance operators utilize in order to provide directory assistance services to LEC end users;
- b. allow CLEC or a CLEC-designated operator bureau to license LEC's directory assistance database for use in providing competitive directory assistance services; and/or
- c. in conjunction with VII.E.1.a. or VII.E.1.b., above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service LEC makes available to its own end users. When this functionality is available, LEC will route the calls back to CLEC for CLEC to complete the customer call.

**3. Compensation**

LEC will charge CLEC its wholesale IXC/LEC rates for the following functionality, which rates will at a minimum be non-discriminatory and be no less favorable than that currently accorded by LEC, and on a going-forward basis which in the future hereafter may be accorded by LEC, to any other carrier, including subsidiaries and/or affiliates of LEC, or its most favored customers:

- a. \$[price] per unbranded directory assistance intrastate call.
- b. \$[price] per branded directory assistance intrastate call.
- c. \$[price] per unbranded directory assistance interstate call.
- d. \$[price] per branded directory assistance interstate call.

When available:

- e. \$[price] per use of caller-optional directory assistance call completion.
- f. \$[price] per directory assistance database query.
- g. \$[price] for licensing of each directory assistance database.

F. Yellow Page Maintenance

LEC will work cooperatively with CLEC to ensure that Yellow Page advertisements purchased by customers who switch their service to CLEC (including customers utilizing CLEC-assigned telephone numbers and CLEC customers utilizing co-carrier number forwarding) are maintained without interruption. LEC will allow CLEC customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions. LEC and CLEC will work cooperatively to investigate with LEC Directory Publishing whether LEC would implement a commission program whereby CLEC may act as a sales, billing and collection agent for Yellow Pages advertisements purchased by CLEC's exchange service customers.

G. Transfer of Service Announcements

When an end user customer changes from LEC to CLEC, or from CLEC to LEC, and does not retain its original telephone number, the party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request, for a minimum period of ninety days, at no charge. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally based upon current practice with LEC's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

CLEC and LEC will employ the following procedures for handling misdirected repair calls:

1. CLEC and LEC will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.
3. CLEC and LEC will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. CLEC and LEC will reciprocally provide adequate connectivity to facilitate this capability. In addition, upon request of CLEC, LEC will make available to CLEC for purchase under contract BLV and BLVI services at mutually agreed-upon rates, terms and conditions which, in all instances, shall be on a non-discriminatory basis and be at least as favorable as those which LEC may extend to other carriers, affiliates and/or subsidiaries, and/or most favored customers.

2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

	<u>per inquiry</u>
BLV	\$(price)

J. Information Pages

LEC will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by CLEC, listings provided by CLEC for CLEC's installation, repair and customer service and other information, in the same format and style as LEC does for its own listings.

K. Operator Reference Database (ORDB)

If available, LEC will work cooperatively with CLEC to assist CLEC in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database (ORDB). If available, this will enable CLEC to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc), as a back-up to 911, during a catastrophic situation.

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTSA. Description

LEC shall unbundle all its Exchange Services into three separate packages: (1) link element; (2) port element; and (3) cross-connect element. The following link and port categories shall be provided:

Link Categories

2/4-wire analog voice grade  
2 wire ISDN digital grade  
4-wire DS-1 digital grade

Port Categories

2/4-wire analog line  
2-wire ISDN digital line  
2-wire analog DID trunk  
4-wire DS-1 digital DID trunk  
4-wire ISDN DS-1 digital trunk

LEC shall unbundle and separately price and offer these elements such that CLEC will be able to lease and interconnect to whichever of these unbundled elements CLEC requires, and to combine the LEC-provided elements with any facilities and services that CLEC may itself provide, in order to efficiently offer telephone services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements CLEC shall maintain at the Wire Center at which the unbundled elements are resident or by virtue of a mid-span meet.
2. Each link or port element shall be delivered to the CLEC co-location arrangement or mid-span meet over a loop/port connector applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between CLEC and LEC.
3. To the degree possible all transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service should apply to unbundled links.
  - a. Subject to other contractual agreement, LEC will not monitor the unbundled loop for maintenance purposes, and accordingly, the compensation for the unbundled loop will not include any monitoring costs of LEC. CLEC will be required to provision a loop testing device either in its central office, Network Control Center, or in their collocation arrangement to test the unbundled loop. LEC will perform repair and maintenance once trouble is identified by CLEC.



4. To the degree possible all switch-based features, functions, service attributes, grades-of-service, and install, maintenance and repair intervals which apply to the bundled service should apply to unbundled ports.
5. LEC and CLEC will work cooperatively to attempt to accommodate CLEC' requirement for billing of all unbundled facilities purchased by CLEC (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. LEC will work toward billing at a Wire Center level, with details provided on a Wire Center by Wire Center basis; however, in the initial phases of unbundling, LEC's billing will be at a state level, or at an aggregate account level based on LEC's billing cycles.
6. Where LEC utilizes digital loop carrier ("DLC")<sup>3</sup> technology to provision the link element of an bundled Exchange Service to an end user customer who subsequently determines to assign the link element to CLEC and receive Exchange Service from CLEC via such link, LEC shall use its best efforts to deliver such link to CLEC on an unintegrated basis, pursuant to CLEC' chosen hand-off architecture, without a degradation of end user service or feature availability. LEC and CLEC recognize that there may be technical limitations that may need to be addressed to enable this requirement, therefore CLEC and LEC agree to begin working cooperatively to address any technical issues within 60 days upon execution of this agreement.
7. LEC will permit CLEC to co-locate digital loop carriers and associated equipment, including wireless components including but not limited to antennae, in conjunction with co-location arrangements CLEC maintains at a LEC Wire Center, for the purpose of interconnecting to unbundled link elements.
8. To provide future order and trouble reporting LEC shall work cooperatively with CLEC to accommodate CLEC's requirement for an appropriate industry-standard on-line electronic file transfer arrangement by which CLEC may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

**B. Compensation**

Unbundled Exchange Access Arrangements shall be provided at a rate equal to the Total Service Long Run Incremental Cost (TSLRIC) of each such Arrangement, as determined by the Commission or by the FCC, as appropriate. Until such time as a TSLRIC price is determined, the price of each such arrangement shall be established on a non-discriminatory basis at a rate no higher than the better of that which the LEC charges any one of its own affiliates and/or another carrier providing telecommunications services, or its most favored customers.

**IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS**

**A. Description**

LEC and CLEC will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction with an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. CLEC and LEC will provide reciprocal INP immediately upon execution of this agreement via call forwarding. LEC and CLEC will migrate from INP to a database-

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<sup>3</sup> See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and interface.*